

EXHIBIT A

GlobeRanger Corporation

END USER LICENSE AGREEMENT

(“EULA”)

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1.3 Upgrades; Updates. GlobeRanger shall offer Updates and Upgrades to Licensee whenever GlobeRanger completes such Updates and Upgrades and Licensee has a current Maintenance Services Plan. GlobeRanger shall deliver each Update and Upgrade to Licensee at no additional charge as part of Maintenance Services. GlobeRanger shall notify Licensee as far in advance as reasonably possible of all Upgrades and Software replacements/phase-outs, and shall provide Licensee all relevant release notes and other Documentation as soon as possible after notification. “Update” means a set of procedures or new program code that GlobeRanger implements to correct errors and which may include minor modifications to improve performance or a revised version or release of the Licensed Software which may incidentally improve its functionality, together with related Documentation. “Upgrade” means a new version or release of computer programs licensed hereunder which improves the functionality of, or add functional capabilities to such computer programs, together with related Documentation. Determination of what is an Upgrade versus what is a separately priced product is GlobeRanger’s sole and exclusive right.

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2. MAINTENANCE AND SUPPORT SERVICES

2.1 Maintenance Services. GlobeRanger shall make available to Licensee such maintenance and technical support services as may be separately contracted. GlobeRanger shall continue to provide Maintenance Services on the terms and conditions of this Agreement for all versions of the major release Licensee has installed until the second succeeding major release.

2.1.1 Ordering and Renewal. The order form shall specify the initial maintenance term, for which Licensee has purchased Maintenance Services. Unless written notice is received by GlobeRanger thirty (30) days before the expiration of the maintenance term, GlobeRanger will automatically renew Maintenance Services for an additional twelve month maintenance term at GlobeRanger's then-current standard maintenance fee for the then-supported Licensed Software Products. Licensee is not obligated to renew Maintenance Services.

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2.1.3 License Termination. Licensee does not have to renew Maintenance Services in order to keep its license in force. However, unless Licensee has a valid software license for the Licensed Software Products, GlobeRanger shall have no obligation to provide Maintenance Services.

2.1.4 Maintenance for Modified Products. GlobeRanger shall not be required to provide Maintenance for any software other than the Licensed Software Product delivered to Licensee. GlobeRanger shall have no obligation to provide Maintenance for Extensions, nor for modified Licensed Software Products. If GlobeRanger does supply services for support, enhancements, or error correction for Extensions or modified Licensed Software Products, then GlobeRanger will charge Licensee for such services on a time and expense basis at GlobeRanger's then current rates.

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4. LIMITED WARRANTY

4.1 Statement of Limited Warranty.

4.1.1 Media Warranty. GlobeRanger warrants to Licensee that the media on which the Licensed Software Products are delivered to Licensee will be free from defects in materials or workmanship for a period of ninety (90) days from delivery the (“Warranty Period”). This is the “Media Warranty.”

4.1.2 Program Limited Warranty. GlobeRanger warrants to Licensee that, during the Warranty Period, the Licensed Software will be substantially free from Errors which would significantly interfere with Licensee’s use of the Licensed Software in accordance with the Documentation. This is the “Program Limited Warranty.” “Error” means any material and reproducible failure of the Software to conform to the Documentation in ordinary use pursuant to this Agreement.

4.2 Procedure.

4.2.1 Media Warranty Procedure. If Licensee gives GlobeRanger written notice during the Warranty Period of any defects in the media on which Software is delivered which defects constitute a breach of Subsection 4.1.1 (the “Media Warranty”) and returns to GlobeRanger such failing media, GlobeRanger will have the option to repair or replace such media at no charge to Licensee.

4.2.2 Program Limited Warranty Procedure. If Licensee gives GlobeRanger written notice during the Warranty Period of any Errors which constitute a breach of Subsection 4.1.2 (the “Program Limited Warranty”) and cooperates reasonably with GlobeRanger in reproducing and isolating such Errors, GlobeRanger will make commercially reasonable efforts to correct such Errors, and provide to Licensee all Updates that GlobeRanger deems reasonably appropriate in connection with such efforts, all at GlobeRanger’ expense.

4.2.3 Exclusions from Program Limited Warranty.

Notwithstanding the foregoing, GlobeRanger shall have no liability under the Program Limited Warranty if: (1) Licensee decompiles, reverse assembles, or reverse engineers the Licensed Software Products in violation of this Agreement; (2) Licensee modifies or attempts to modify the Licensed Software Products and the Error is caused by the modification or attempt to modify; (3) Licensee fails to give GlobeRanger written notice, during the Warranty Period, of the claimed breach of warranty; (4) Licensee fails to properly install and use the Licensed Software Products in the operating environment specified in the Documentation; (5) the failure to perform is caused in whole or in part by persons other than GlobeRanger or by products or computer programs not furnished by GlobeRanger; or (6) Licensee uses the Licensed Software Products other than as authorized under this Agreement.

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5. LIMITATIONS ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT WITH RESPECT TO GLOBERANGER'S LIABILITY UNDER SECTION 4.3, LICENSEE AGREES THAT GLOBERANGER SHALL NOT BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE) HOWEVER SUCH DAMAGES ARISE, WHETHER FOR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) EVEN IF GLOBERANGER HAS BEEN PREVIOUSLY ADVISED OR WAS ACTUALLY AWARE OF THE POSSIBILITY OF SUCH DAMAGES. ALL SUCH DAMAGES ARE EXPRESSLY DISCLAIMED, WAIVED AND RELEASED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT WITH RESPECT TO GLOBERANGER'S LIABILITY UNDER SECTIONS 4.3, GLOBERANGER'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY PRODUCTS OR SERVICES PROVIDED OR TO BE PROVIDED HEREUNDER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT ACTUALLY RECEIVED BY GLOBERANGER FROM LICENSEE WITH RESPECT TO THE PRODUCTS OR SERVICES THAT CAUSE THE DAMAGES OR ARE THE SUBJECT MATTER, OR ARE DIRECTLY RELATED TO, THE CAUSE OF ACTION.

6. TERM AND TERMINATION.

6.1 License Term. The term of any license granted hereunder becomes effective when Licensee **installs, copies, downloads, accesses or otherwise uses the Licensed Software**, and shall continue unless terminated pursuant to Section 6.2 below.

6.2 Termination. Without prejudice to any other rights, GlobeRanger may terminate this EULA if Licensee fails to comply with the terms and conditions of this EULA. In such event, Licensee must destroy all copies of the Licensed Software and all of its component parts.

7. GENERAL PROVISIONS

7.1 Force Majeure. Neither party shall be liable for any failure to perform or for delay in performance of its obligations hereunder caused by circumstances beyond its reasonable control, including, but not limited to, communications systems failures or outages, fire, storm, flood, earthquake, explosion, lighting, riot, acts of vandalism, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, transportation embargoes, acts of God, acts of any government or agency thereof or judicial action. If such event prevents a party from performing for longer than thirty (30) days, the other party may terminate this Agreement without further notice.

7.2 Legal Fees. All remedies are cumulative and may be exercised concurrently or separately. The losing party shall pay to the prevailing party all costs and expenses, including all reasonable attorneys fees, incurred by the prevailing party in pursuing or exercising any of its rights or remedies under this Agreement or enforcing any of the provisions in this Agreement.

7.3 Waiver of Breach. Any waiver of any breach of this Agreement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of it nor shall any delay on the part of either party to act upon any breach be deemed a waiver thereof.

7.4 Enforceability. In the event that anyone or more provisions contained in this Agreement should for any reason be held to be unenforceable, such enforceability shall not affect any other provision of the Agreement, but the Agreement shall be construed as if such unenforceable provisions had not been contained herein, and a new enforceable provision which accomplishes the interest of the severed provision as nearly as practicable shall be substituted therefor.

7.5 Notices. All notices and other communications must be in writing and either delivered in person (including delivery by courier, facsimile, telex or similar means) or sent by mail, postage prepaid, registered or certified, return receipt requested and addressed to the party entitled to receive such notice or communication at the address set forth below or at such other address as such party shall request in a written notice sent to the other party. Except as may be specifically provided herein, such notice shall be deemed effective as of the date of delivery or if mailed in the manner set forth above, three (3) days after the date of mailing.

7.6 Governing Law And Forum. THE CONSTRUCTION AND PERFORMANCE OF THIS END-USER LICENSE AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING ANY EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS. ANY LEGAL ACTION UNDERTAKEN UNDER THIS AGREEMENT SHALL BE BROUGHT ONLY IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN DALLAS COUNTY, TEXAS. THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF ALL STATE AND FEDERAL COURTS OF DALLAS, DALLAS COUNTY, TEXAS AND HEREBY AGREE THAT ANY SUCH COURT SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE HEREUNDER.

7.7 Assignment. Neither party may assign or transfer its rights or obligations under this Agreement without the other party's written consent which will not be unreasonably withheld.

7.8 Relationship. GlobeRanger and Licensee are independent principals in all relationships and actions under and contemplated by this Agreement. This Agreement shall not be construed to create any employment, partnership or joint venture, or agency relationship between the parties.

7.9 Publicity. GlobeRanger shall be free to use Licensee's name in any advertising, publicity, user lists, (including customer lists), marketing collateral, web sites, or any other marketing material.

7.10 Severability, Headings. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then the other provisions will not be affected. The section headings used in this Agreement are for reference only.

7.11 Survival. In the event of any expiration or termination of this Agreement, the provisions of Section 1.4 (“Proprietary Rights”), Section 4 (“Warranty Disclaimer”) Section 5 (“Limitation of Liability”), and any other provisions of this Agreement which must survive the termination or expiration of this Agreement in order to give effect to their meaning, shall survive and shall continue to bind the parties.

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